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Attorneys for Plaintiffs and the Class

Copy
FILED
SUPERIOR COURT OF CALIFORNIA
COUNTY OF SAN BERNARDINO
SAN BERNARDINO DISTRICT

DEC 28 2017

By *Kim M. Allen*
Deputy

**SUPERIOR COURT OF THE STATE OF CALIFORNIA
FOR THE COUNTY OF SAN BERNARDINO**

DENNIS CARR; NICOLE BEGLEY;
individually, and on behalf of other members of
the general public similarly situated, and on
behalf of aggrieved employees pursuant to the
Private Attorneys General Act ("PAGA");

Plaintiffs,

v.

AMERICAN SECURITY PRODUCTS
COMPANY, a California corporation; and
DOES 1 through 100, inclusive,

Defendants.

Case No. CIVDS1606769

Assigned for All Purposes to:
Honorable Wilfred J. Schneider, Jr.
Department: S32

CLASS ACTION

[PROPOSED] JUDGMENT

Hearing Date: December 28, 2017
Hearing Time: 8:30 a.m.
Hearing Place: Department S32

Complaint Filed: May 2, 2016
FAC Filed: June 12, 2017
Jury Trial: None Set

BY FAX

1 The parties having settled this action and the Court having entered a Final Approval Order
2 and good cause appearing, **IT IS HEREBY ORDERED, ADJUDICATED, AND DECREED**
3 **THAT:**

4 1. Except as set forth in the Stipulation of Class Action and Release (“Settlement,”
5 Agreement,” or “Settlement Agreement”) and Final Approval Order, Class Representatives Dennis
6 Carr and Nicole Begley, and all members of the Class, shall take nothing by their Complaint in this
7 action.

8 2. Each party shall bear its own attorneys’ fees and costs, except as otherwise
9 provided in the Settlement Agreement and Final Approval Order.

10 3. Each Participating Class Member has released the Released Claims against the
11 Defendant and/or any of the Released Parties. All Participating Class Members shall be
12 permanently enjoined and forever barred from asserting any of the Released Claims against the
13 Released Parties, according to the terms of the Settlement.

14 4. As used in paragraph 3 above, the quoted terms have the meanings set forth below:

15 (a) “Participating Class Member” means all current and former non-exempt or hourly
16 employees of American Security Products Co. in California from May 2, 2012 to
17 June 30, 2017, who did not submit a timely and valid request to be excluded from
18 the Settlement.

19 (b) “Released Parties” means Defendant, its respective successors, current and former
20 parents, subsidiaries, affiliated corporations and entities, and each of their
21 respective officers, directors, agents, and employees and any other person or entity
22 that could be jointly liable with them for the claims.

23 (c) “Class Members’ Released Claims” means all of the claims described in Paragraph
24 VII of the Settlement Agreement: The claims released by the Class Members
25 include, but are not limited to, statutory, constitutional, contractual or common law
26 claims for wages, damages, unpaid costs, penalties, liquidated damages, punitive
27 damages, interest, attorneys’ fees, litigation costs, restitution, or equitable relief,
28 for the following categories of allegations: (a) all claims for failure to pay wages

1 for hours worked, including overtime and double time pay; (b) all claims for
2 failure to pay the minimum wage in accordance with applicable law; (c) all claims
3 for the failure to provide meal and/or rest periods in accordance with applicable
4 law, including payments for missed meal and/or rest periods and alleged non-
5 payment of wages or premium pay for meal periods and rest periods worked and
6 not taken; (d) all claims for the reimbursement of business expenses; and (e) any
7 and all claims for recordkeeping or pay stub violations, waiting time penalties and
8 all other civil and statutory penalties, including those recoverable under the PAGA,
9 the California Unfair Competition Act, and in particular, California Bus. & Prof.
10 Code §§ 17200 *et seq.*, California Code of Civil Procedure § 1021.5; and any other
11 provision of the California Labor Code or any applicable California Industrial
12 Welfare Commission Wage Orders, in all of their iterations

13
14 5. After entry of this Judgment, pursuant to California Rules of Court, Rule 3.769(h)
15 and California Code of Civil Procedure section 664.6, the Court reserves exclusive and continuing
16 jurisdiction over the Action, the Class Representatives, the Class Members, and Defendant for the
17 purposes of supervising the implementation, enforcement, construction, administration and
18 interpretation of the Settlement Agreement and this Judgment.

19 6. Judgment in this matter is entered in accordance with, and incorporates by
20 reference the findings of, the Court's Order Granting the Motion for Final Approval Order and the
21 Settlement Agreement. Judgment is entered against Defendant American Security Products
22 Company in favor of Plaintiffs Dennis Carr and Nicole Begley, Participating Class Members, and
23 Class Counsel Justice Law Corporation in the total amount of up to \$356,729.81.

24 i. Justice Law Corporation is awarded \$175,000 in attorneys fees and
25 \$11,808.40 in costs;

26 ii. Dennis Carr and Nicole Begley are awarded an enhancement of \$5,000
27 each;
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iii. Phoenix Class Action Administration solutions, Inc., is awarded \$9,800 in costs; and

iv. LWDA is awarded \$3,750.

7. Notice of entry of this Judgment shall be given to the Class Members by posting a copy of the Judgment on Claims Administrator's website for a period of at least sixty (60) calendar days after the date of entry of this Judgment. The time for any appeal shall run from the Court's entry of this Judgment.

LET JUDGMENT BE FORTHWITH ENTERED ACCORDINGLY.

Dated: DEC 28 2017

Wilfred J. Schneider, Jr.
THE HONORABLE WILFRED J. SCHNEIDER, JR.
JUDGE OF THE SUPERIOR COURT